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By _____, Deputy
23CV009514

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

CARRIE A. DODSON, individually and as Trustee of the Carrie A. Dodson Revocable Trust, Plaintiff, v. PRESTON BEER, an individual; BRADLEY BEER, an individual; and DOES 1 through 100, inclusive, Defendants.	CASE NO. **COMPLAINT FOR:** **1. RESCISSION AND CANCELLATION OF GRANT DEED BASED ON FRAUD** **DEMAND FOR JURY TRIAL**

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BY FAX

COMES NOW, Plaintiff Carrie A. Dodson, individually and as Trustee of the Carrie A. Dodson Trust ("Plaintiff" or "Carrie"), who alleges as follows:

THE PARTIES

1. Plaintiff Carrie Dodson, individually and as Trustee of the Carrie A. Dodson Trust, is and was, at all times relevant herein, an individual residing in Sacramento County.

2. Defendant Preston Beer ("Preston") is and was, at all times relevant herein, an individual residing in Sacramento County.

3. Defendant Bradley Beer ("Bradley") is and was, at all times relevant herein, an individual residing in Sacramento County.

4. Defendants DOES 1 through 100, inclusive, are sued by fictitious names because their true names and capacities, whether individual, corporate, associate or otherwise, and/or their responsibility and culpability for the acts alleged herein are unknown to Plaintiff at this time. When their true names, capacities, responsibility, and culpability are ascertained, Plaintiff will seek leave of this Court to amend this Complaint accordingly.

5. Plaintiff is informed, believes, and based thereon alleges that each defendant sued herein as "DOE" is responsible in some manner for the acts and events referred to herein. The term "Defendant" as used hereinafter shall refer to each and every one of the defendants named in the within action, including any subsequently named defendants, as well as the fictitiously named defendants DOES 1 through 100, inclusive.

6. Plaintiff is informed, believes, and based thereon alleges that at all times herein mentioned, each of the defendants was the agent, representative, alter ego, successor-in-interest, assignee, or employee of each remaining defendant, and in doing the things alleged herein, was acting within the course and scope of such agency, representation, alter ego, or employment.

JURISDICTION AND VENUE

7. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, § 10, which grants the Superior Court "original jurisdiction in all cases except those given by statute to other trial courts."

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure § 410.10.

9. This Court has jurisdiction over Defendants because they reside in and conduct substantial business in the State of California.

10. Venue is proper in the Sacramento County Superior Court pursuant to California Code of Civil Procedure § 395 because the real property that is at issue in this Complaint is located in Sacramento County, Defendants reside in Sacramento County, and the fraudulent conduct giving rise to this action occurred in Sacramento County.

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FACTUAL ALLEGATIONS

11. In 2006, Carrie married Brian Dodson ("Brian"). Brian Dodson was a beloved teacher at St. Francis Catholic High School.

12. Also in 2006, Carrie and Brian purchased real property located at 14845 Lago Drive, Rancho Murieta, California, APN No. 073-0440-001 (the "Residence") for approximately $368,000, which was near Carrie's parents' residence.

13. In May of 2011, Carrie and Brian welcomed a son, Charlie.

14. In August 2014, Brian Dodson tragically passed away, leaving Carrie as a single mother and widow. Carrie further became the sole owner of the family Residence and continued to live there with Charlie, who was three years old at the time.

15. Also in 2014, Carrie ***unfortunately*** met Preston and they started to date. Carrie's religious beliefs and family values would not allow Preston to live with her unless Preston agreed to marry her and adopt Charlie. Preston did not agree, and Carrie and Preston lived separate and apart.

16. Also in 2014, Carrie received $1 million from a life insurance policy on Brian.

17. Once Carrie obtained the $1 million, both Preston and Bradley requested unsecured loans in the amounts of $125,000 and $200,000 respectively. Carrie made these unsecured loans to Preston, Brad, and Robert because she trusted Preston and thought that they had a long-term future together that would ultimately turn into a marriage.

18. In or about December 2018, the family Residence became fully paid off and Carrie lived a financially secured life without the need for support from anyone, including Preston. Sometime thereafter, title to the family Residence was transferred to Plaintiff Carrie A. Dodson, as Trustee of the Dodson Revocable Trust. (**Exhibit 1**.)

19. In or about 2019, Preston unexpectedly ended the relationship with Carrie. At the time, Preston still owed Carrie approximately $70,000. Notwithstanding, Carrie agreed to formally forgive the debt. Carrie was hurt by Preston's breakup and wanted to formally sever all ties to Preston.

20. Ultimately, Bradley repaid his loan to Carrie.

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21. In September 2020, Preston reached back out to Carrie and stated words to the effect that ***he could not live with himself if he did not make things right with Carrie.*** Preston knew that Carrie wanted a family and conceded to Carrie that it was wrong for him to have strung both Carrie and Charlie along for over five years when they previously dated.

22. In September 2020, Preston fraudulently told Carrie that he was prepared to marry Carrie and adopt Charlie "***that very day***" if Carrie would take him back ("Misrepresentation No. 1"). Preston further fraudulently told Carrie that he had a conversion of faith and that he was prepared to speak with Carrie's friends and family to make things right. ("Misrepresentation No. 2.") Both Preston's statements, Misrepresentation No. 1 and Misrepresentation No. 2, were false and made with the specific intent to induce Carrie to agree to resume dating him.

23. In justifiable reliance on Preston's fraudulent misrepresentations (Misrepresentation No. 1 and Misrepresentation No. 2), Carrie agreed to resume dating Preston and allowed Preston to move into the family Residence based on the express understanding and promises that Carrie and Preston would get married and that Preston would adopt Charlie as soon as Carrie and Charlie were prepared to proceed.

24. Unbeknownst to Carrie at the time, Preston's longtime roommate, Zach, had just moved to Tahoe and Preston was in need of a new living arrangement. Preston fraudulently mispresented to Carrie that the fact that Zach had moved to Tahoe was merely a coincidence and had nothing to do with Preston wanting to get back together ("Misrepresentation No. 3"). This was false.

25. After moving into the family Residence based on false pretenses, Preston paid Carrie nominal rent per month, the same amount of rent that Preston had previously been paying to live with Zach.

26. Thereafter, Preston repaid Carrie the approximately $70,000 that Carrie had previously forgiven. Preston's actions regained Carrie's trust in him and she agreed to move forward with marrying Preston and allowing him to adopt Charlie.

27. In February 2021, Preston made wedding rings for Carrie with the assistance of Carrie's uncle. Therafter, Preston formally proposed and Carrie accepted. This was all a lie and

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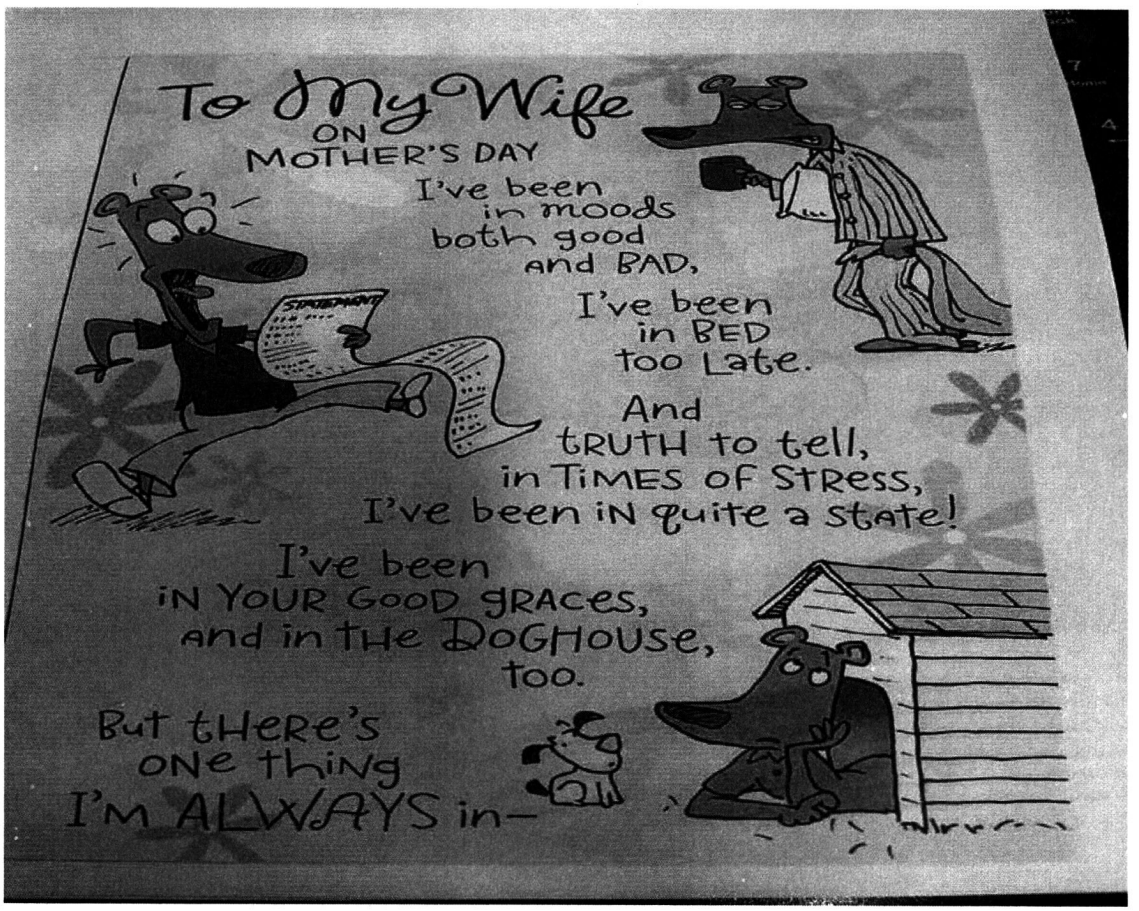
part of Preston's fraudulent scheme to defraud Carrie. In addition, Preston knew that Carrie would not have resumed any relationship, let alone a sexual relationship, nor would she have provided access to Preston or to resume or expand upon any previously existing relationship with her fatherless son, without Preston's promise to make a permament commitment to marry her and adopt Charlie ("Misrepresentation No. 4").

28. Shortly after Preston's marriage proposal, Preston began holding Carrie out publicly as his wife and also holding Charlie out publicly as his son ("Misrepresentation No. 5"). Preston explicitly instructed Charlie to address him as "Dad," which was a very big deal to Carrie and something she would never have allowed had Preston not made promises to both herself and to Charlie that Preston was making a permanent commitment to their family. Preston's conduct was fraudulent and manipulative as he never intended to marry Carrie or adopt Charlie.

29. A small example of the strong evidence of Preston's sick and twisted fraud is best reflected in the following handwritten cards.



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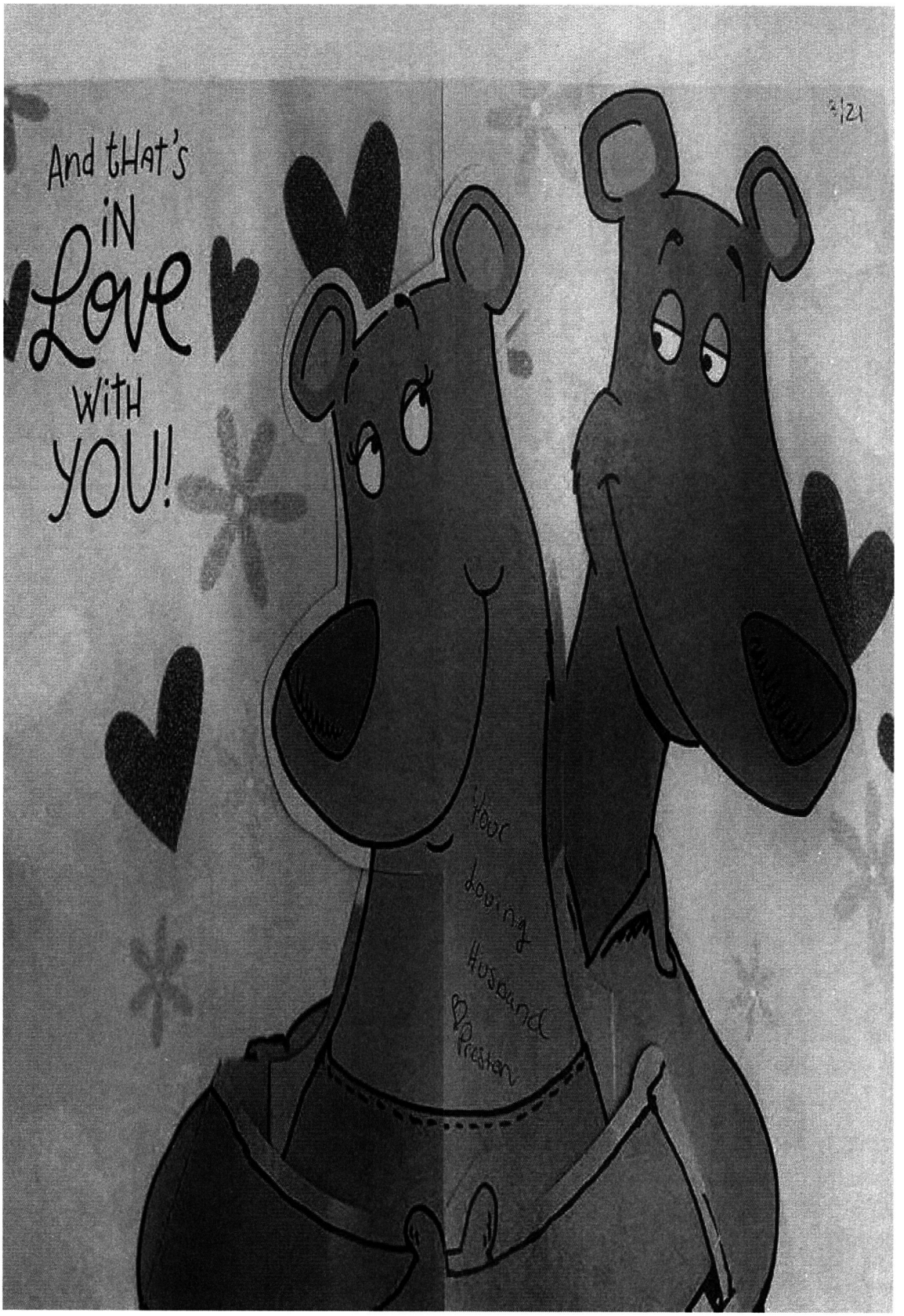

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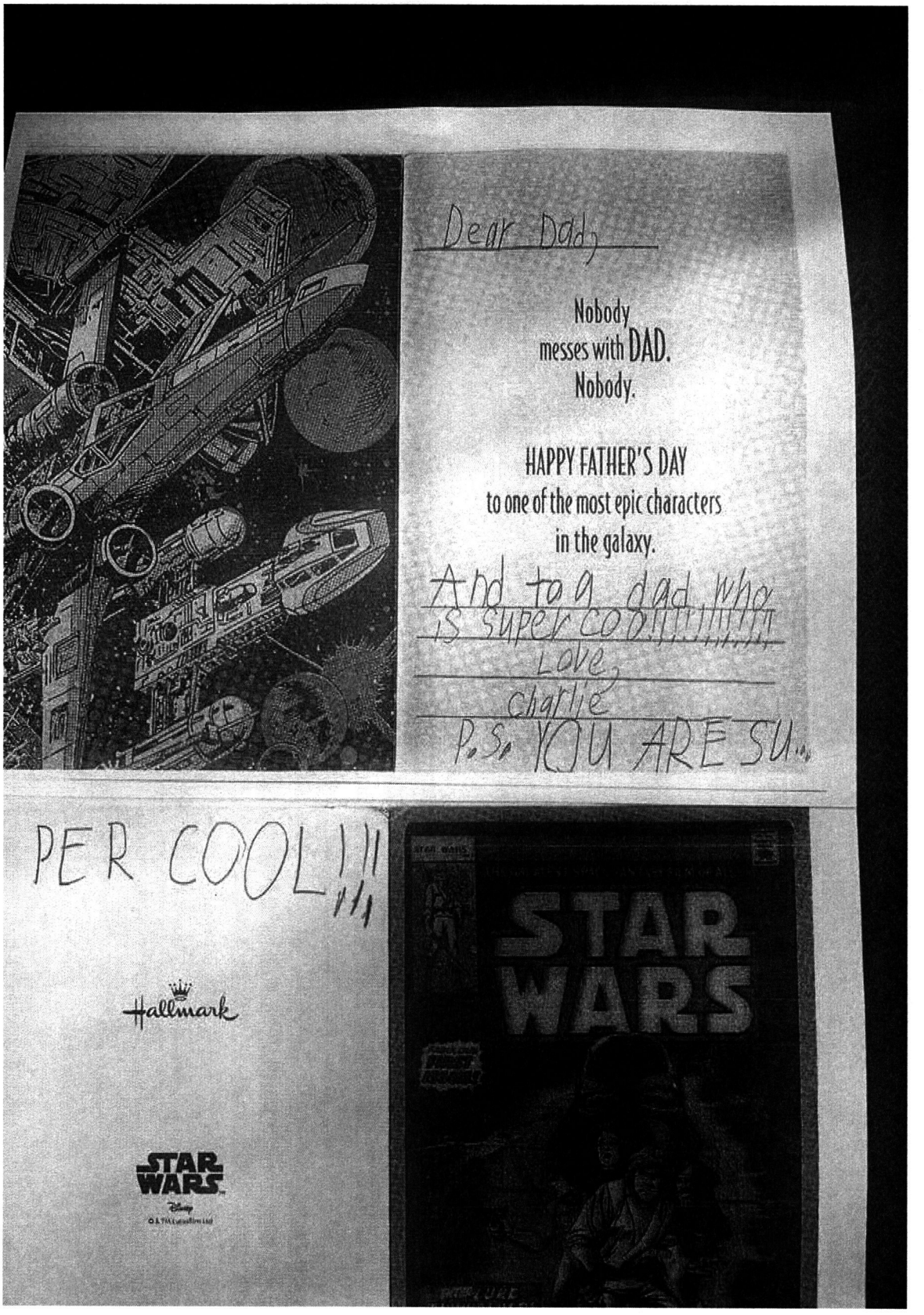

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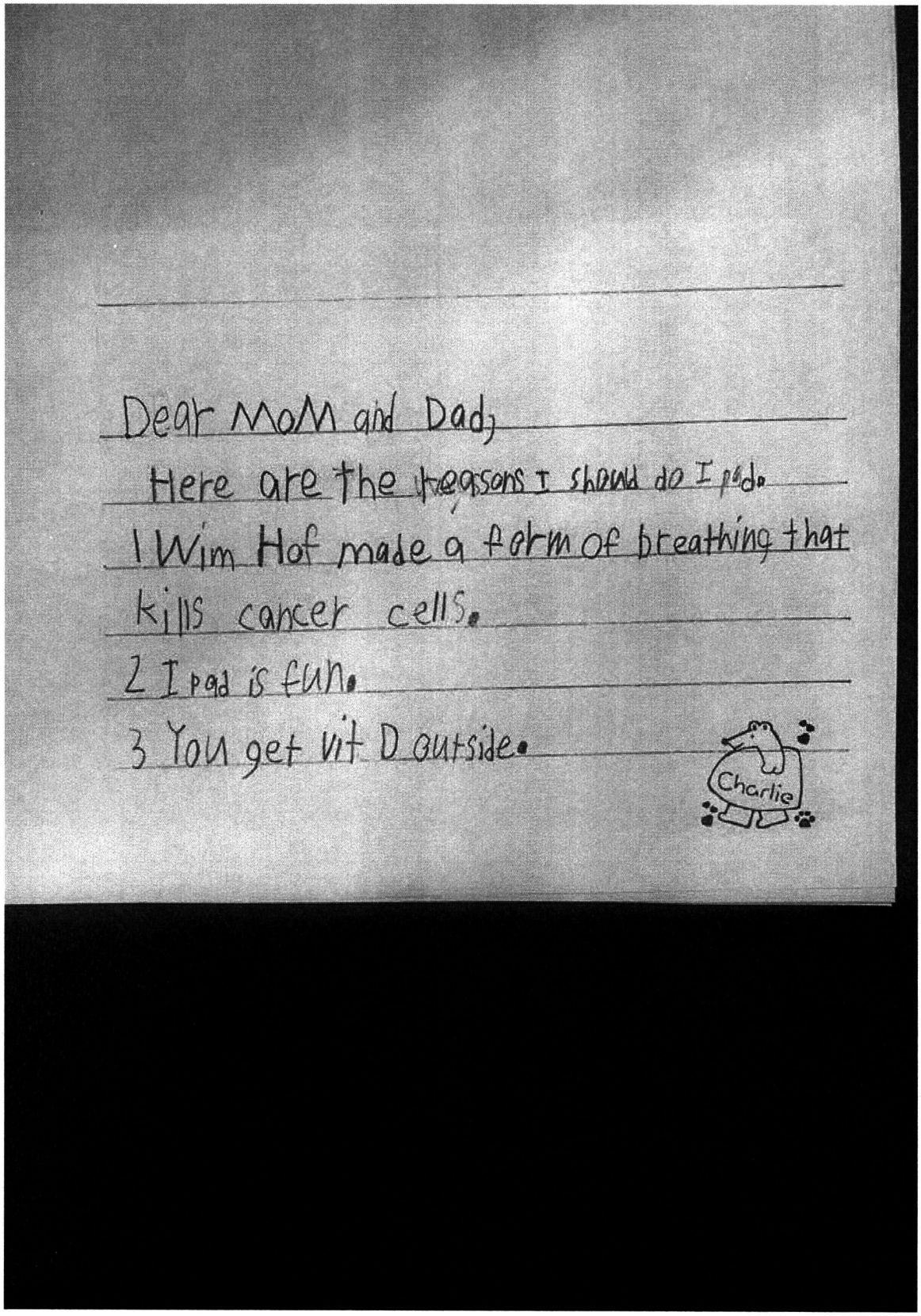
Dear MoM and Dad,
Here are the reasons I should do Ipad.
1 Wim Hof made a form of breathing that kills cancer cells.
2 Ipad is fun.
3 You get vit D outside.
Charlie

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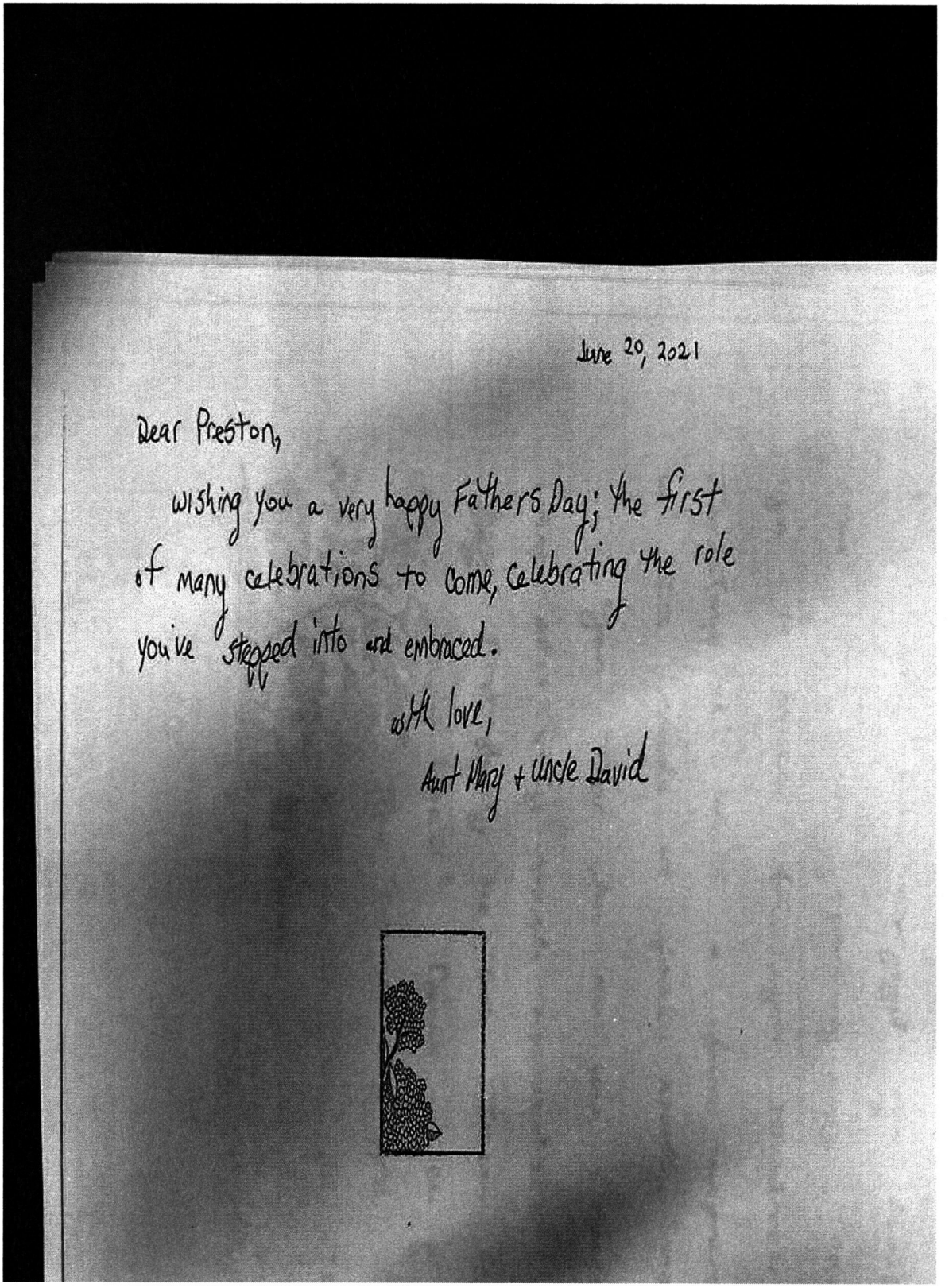

June 20, 2021

Dear Preston,

wishing you a very happy Fathers Day; the first of many celebrations to come, celebrating the role you've stepped into and embraced.

with love,

Aunt Mary + uncle David

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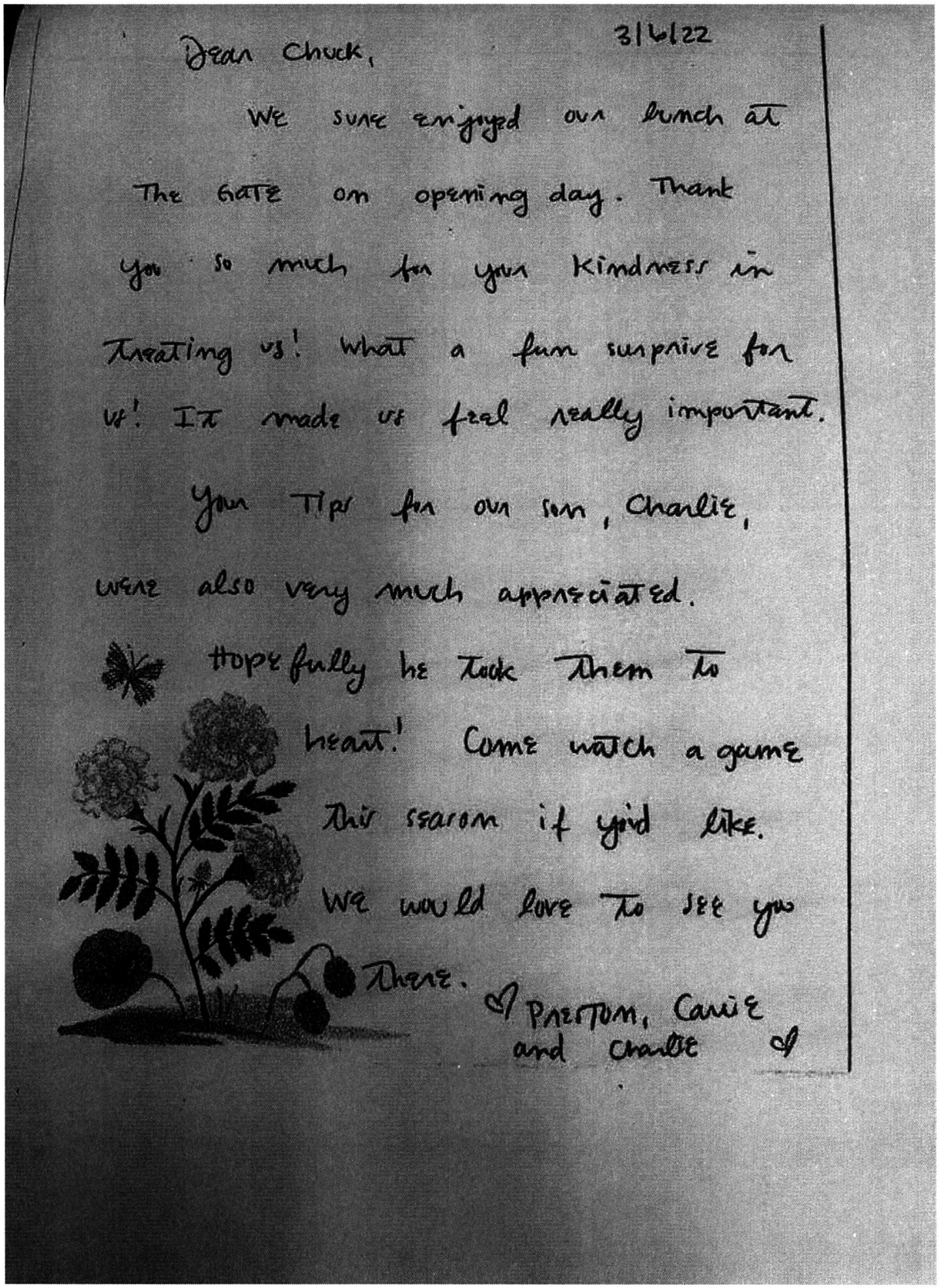

Dear Chuck, 3/6/22

We sure enjoyed our lunch at The Gate on opening day. Thank you so much for your kindness in treating us! What a fun surprise for us! It made us feel really important.

Your Tips for our son, Charlie, were also very much appreciated. Hopefully he took them to heart! Come watch a game this season if you'd like. We would love to see you there.

Preston, Carie and Charlie

(Exhibit 2.)

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30. In furtherance of Preston's fraudulent misreprentations, Preston changed Carrie's contact on his cell phone to "my beautiful wife" ("Misrepresentation No. 6"). In addition, when tenants would come to make monthly rental payments at the airport, Preston would introduce Carrie to them as "his wife" and Charlie as "his son" ("Misrepresentation No. 7"). Preston further presented Carrie as his wife to his friends, employees at the airport, customers, and people who he purchased airplanes from ("Misrepresentation No. 8"). Preston made these false mispresentations in order to further gain Carrie's trust in order for him to later induce her to sell the family Residence to Preston and Bradley, to the extreme detriment of Carrie and Charlie.

31. Preston also represented himself as Charlie's dad on an order form for swim team photos ("Misrepresentation No. 9"). **(Exhibit 3.)**

32. In addition, Preston filled out the first page of a form to formally adopt Charlie and provided this form to Carrie as proof of his fraudulent intention to adopt Charlie ("Misrepresentation No. 10"). **(Exhibit 4.)**

33. For two and a half years, Preston fraudulently avoided setting a wedding date despite Carrie's repeated requests that they move forward with the wedding and obtain the marriage certificate that Preston had promised. In response, Preston ***fraudulently*** proclaimed that Carrie was "his wife before God" and that they would eventually complete the legal marriage, but that a certificate from the State of California was meaningless to Preston and irrelevant to the commitment that Preston had made to Carrie and Charlie ("Misrepresentation No. 11").

34. On March 9, 2021, Preston sent an email to Carrie stating as follows:

> Good Morning Love,
>
> I know there is more to work on within myself to be the man of your dreams. I know Im not always reading the script correctly or playing the roll well of that man in your dreams but my intentions are true to you and my heart is true to yours. When these fearful emotions rear their ugly heads, ***please know that I love you and I'm here to stay.***
>
> Always yours Carrie Ann,
>
> Preston Beer.[1]

[1] // Emphasis contained throughout this Complaint is the author's and does not appear in the quoted text unless otherwise specified.

("Misrepresentation No. 12"). **(Exhibit 5.)**

35. In the spring of 2022, and after many complaints about how the family Residence was too small and uncomfortable for Preston because he didn't have a space of his own, Carrie suggested that they sell the family Residence to purchase ***something together*** that would be larger and more comfortable for their family. Preston refused to move, and Carrie was frustrated with the fact that she was essentially providing for Preston's housing and that Preston was refusing to perform on his promise of formal marriage and adoption of Charlie.

36. In response, Preston told Carrie that he would help the family by purchasing the family Residence from Carrie in order to allegedly free up Carrie's money to invest elsewhere so that Preston could prove to her that he was "taking financial leadership" of their family ("Misrepresentation No. 13"). This was a fraudulent mispresentation as Preston had no intention of "taking financial leadership" of the family. Instead, Preston wanted to purchase the family Residence from Carrie for his own use and then break off their engagement. Preston further knew that Carrie would never sell the family Residence to Preston without a promise of the continued family relationship.

37. Carrie told Preston that she didn't think this was the best financial strategy for the family because the market was high, and if Preston locked in a loan at the current value, they could miss an opportunity to upgrade to a larger house in the future, which was what Carrie was fraudulently led to believe was the ultimate plan.

38. Preston fraudulently insisted that the family, i.e., Carrie and Charlie, needed somewhere to live and that he could afford the monthly payment, so selling the family Residence to Preston would be a good financial move for the family ("Misrepresentation No. 14").

39. Carrie ultimately agreed to sell the family Residence to Preston solely based on Preston's fraudulent representations that it would be the best move for the family, meaning Carrie and Charlie. Carrie would never have sold the family Residence to Preston had she known that Preston did not intend to marry her and adopt Charlie and/or seek to evict Carrie and Charlie after the relationship ended.

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40. Preston insisted on using the family attorney, Bob Pye, to draft the paperwork for the transfer of the family Residence from Carrie to Preston. Preston expressly discouraged Carrie from having her own representation from real estate professional Karla Jimenez. There were multiple drafts of the Purchase Agreement exchanged back and forth via email. In every exchange, it was clear that Carrie was selling the Residence to Preston and not Preston and Bradley.

41. In the final versions, a material change was made and Bradley's name was inserted into the document as a co-buyer/owner of the family Residence. Carrie was never verbally informed by Preston or Bradley of this fraudulent change, and Carrie was unaware of this material change when she signed the final Purchase and Sale Agreement.

42. Carrie would never have allowed Bradley to be a co-owner of the family Residence and never would have completed the transaction had she been informed by anyone of this material change.

43. Prior to Plaintiff Carrie agreeing to the fraudulent transaction, Preston fraudulently represented to Carrie that once there was a legal marriage, Carrie's name would be put back on the title of the family Residence because a marriage meant joint ownership of all assets ("Misrepresentation No. 15"). ***At the time of the sale, Carrie had absolutely no concern that she ever would lose ownership and/or the right to live in the family Residence.*** This was because Carrie trusted Preston and relied on his fraudulent misrepresentations that they would get married.

44. On or about June 17, 2022, the transaction closed and the grant deed to the family Residence was placed in the names of Preston Beer and Bradley Beer ("Fraudulent Grant Deed"). **(Exhibit 6)**

45. Plaintiff is informed, believes, and based thereon alleges that prior to the closing of the Fraudulent Grant Deed, Defendant Bradley Beer was expressly aware of the fradulent Misrepresentation Nos. 1-15 by Defendant Preston to Plaintiff Carrie and further knew that the representations were false and that Plaintiff Carrie was only agreeing to convey title to the family Residence based on justifiable reliance of Defendant Preston's fraudulent representations. As such, prior to the closing of the Fraudulent Grant Deed, Defendants Preston and Bradley entered into a

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conspiracy to defraud Plaintiff Carrie from title to the family Residence in response to Defendant Preston making Misrepresentation Nos. 1-15 ("Fraudulent Conspiracy").

46. Seven short months after the fraudulent transaction, on February of 2023, Preston told Carrie that he was terminating their relationship and that Carrie and Charlie needed to move out of the Residence. Carrie was in shock.

47. Therafter, Preston actually confessed to Carrie on multiple occasions that he had defrauded both Carrie and Charlie in his promises of adoption and legal marriage. During their entire time together, Preston, at his own choice, slept on the couch, and he engaged in other odd behaviors that suggested he was not all that interested in Carrie as a mate during the time that they were engaged.

48. What really happened is Preston (and his family) preyed on Carrie, obtained low and no interest rate loans, and ultimately deprived Carrie (and Charlie) of their longtime family Residence in order for Preston to have a convenient place to live across the street from Preston's work.

49. Carrie has lived in the family Residence since 2006 and it has been Charlie's first and only home. Carrie and Charlie have established great long-term relationships with the neighbors and do not want to be forced to leave their family Residence as a result of Preston's fraud.

50. On March 5, 2023, Preston sent Carrie the following text message admitting to his fraudulent actions:

> Carrie, if you have a super power, which at this point, I'm convinced you do, it's the ability to take a situation and turn it onto its head and smash it into the ground and demolish it. Please, continue to live your life as 'students against destructive behavior ambassador' and absolutely kill the opportunity to participate in the world around you because you are so beyond and above everyone else, it's not conceivable to realize 'I have a problem'
>
> Whatever help you think you are getting right now, is NOT working.
>
> You can continue to play your games and manipulate the world around you that you currently live in, and thank god for the support of your parents, because without them I think it would be a zero sum game, but you do. So latch onto that. And listen to me here. You need to stop this shit. You tried this once and it failed (go back farther, keep going back, back more, maybe you are there, now go back farther) ***I deeply apologize for reentering your lives with false***

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> ***promises,*** I truly do, and I truly expected a different outcome, but that's us. I should have known better after the first run.
>
> Take your mirrors off the walls and where ever you go with them, take a deep deep deep look into those mirrors and ask yourself the question, 'is there something inherently and fundamentally wrong with myself, or is it just everyone I have liked or loved is just a cunt?'
>
> If you choose the latter, reflect, reflect, and reflect some more on your past. My guess is this started long before I was ever in the picture.

(**Exhibit 7.**)

51. Also in 2023, Carrie and Preston had the following text exchange in which Preston admitted to his fraudulent actions:

Carrie sent the following text messages to Preston:

> You have a wife named Carrie Dodson and a son named Charles Dodson. You acquired said family when you came to our home representing a commitment to marry me and adopt Charlie. You stated that I am your wife with or without a civil ceremony. You stated that Charlie is your son and instructed him to call you Dad.
>
> Do you recall these events?

Preston sent the following response text message to Carrie:

> ***Not for long***

Carrie sent the following text message to Preston:

> Not for long?
>
> Do you recall these events differently than I have presented them here? Have I made statements which are untrue?

Preston sent the following response text:

> It really doesn't matter, I broke my promise to you and Charlie…

(**Exhibit 8.**)

52. On or about March 27, 2023, Carrie and Preston exchanged the following text messages:

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Carrie: Knowledge of your premeditated malignancy toward us is really overwhelmingly upsetting to me. You have admitted that you willfully misrepresented yourself and defrauded both Charlie and me. Calling me your wife with no intention to provide marriage and calling Charlie your son with no intention of providing adoption.

I have made so many mistakes and needed forgiveness but I have never in my life ever set out with a malignant intention to harm any person even when I thought that doing so could provide some benefit to me.

What kind of a world are we living in when people are more concerned with the well being of the oppressor than they are of the oppressed? More love and care and worry for the criminal than the victims?

This is a fallen, wicked world we are living in.

Preston: This is nonsense

Carrie: ***You told me last night that you knew you weren't going to follow through with marriage even before you made my rings***!

Preston: That was nonsense too. **Sorry I said that**, I was angry and sad while listening to you talk last night. I wish I hadn't answered the phone call.

(**Exhibit 9**.)

53. On May 15, 2023, Carrie had a telephone call with her Aunt Mary and told her about Preston's ***admitted*** fraud. Carrie had previously asked Aunt Mary to speak with Preston to advocate for the reconciliation of their relationship but was now calling Aunt Mary to modify that request based on new information she had received about Preston's premeditated fraud. Before Carrie could fill Aunt Mary in about her modified request, Aunt Mary volunteered that she had met with Preston in April 2023, and she told Preston how angry she was at him for abandoning Carrie and Charlie in spite of all of the promises that Preston had made to the family and friends. In response, Preston told Aunt Mary that he "could not proceed with marriage," and that "he knew after only a few months of living with Carrie that he was not going to marry her." Aunt Mary's conversation with Preston corroborates the direct admissions that Preston had also made to Carrie that he deliberately made false representations to Carrie about marriage and adopting Charlie. On or about May 22, 2023, Bradley Beer served Carrie with a Notice to Vacate the family Residence on or before July 21, 2023.

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54. On May 29, 2023, Carrie and Preston met, and during this conversation, Preston expressly admitted to Carrie that his promises of marriage and adoption of Charlie were false and fraudulent. Specifically, Preston told Carrie that he knew within 17 or 19 days after they got back together in 2020 that he was not going to be able to marry Carrie and adopt Charlie.

55. On August 7, 2023, when Carrie refused to move out of her family Residence, Bradley Beer filed an unalwful detainer action against Carrie entitled Bradley Beer v. Carrie Dodson, Sacramento County Superior Court, Case No. 23UD05444.

56. On or about October 3, 2023, Bradley served on Carrie a Notice to Vacate on or before Monday, October 9, 2023, at 6:01 a.m.

FIRST CAUSE OF ACTION

RESCISSION OF GRANT DEED BASED ON FRAUD

(By Plaintiff against Defendants PRESTON BEER, BRADLEY BEER, and DOES 1 through 100, inclusive)

57. Plaintiff hereby restates, realleges, and incorporates by reference the paragraphs stated above in this Complaint as though fully set forth herein.

58. As set forth above, Defendant Preston Beer has made multiple fraudulent misrepresentations to Plaintiff Carrie regarding, among other things, formal marriage and adoption of Charlie.

59. At all times relevant, Defendant Preston Beer knew that Misrepresentation Nos. 1-15 were false and fraudulent and made with the specific intent of, among other things, inducing Plaintiff Carrie to convey to Defendants Preston Beer and Bradley Beer the family Residence.

60. At all times relevant, Plaintiff Carrie reasonably relied on Defendant Preston Beer's false and fraudulent misrepresentations, including, but not limited to, Misrepresentation Nos. 1-15, when Plaintiff Carrie agreed to convey title to the family Residence to Defendants Preston Beer and Bradley Beer, i.e., Fraudulent Grant Deed.

61. As a proximate result of Defendant Preston Beer's fraudulent misrepresentations to Plaintiff Carrie, including, but not limited to, Misrepresentation Nos. 1-15, Plaintiff Carrie conveyed title to the family Residence to Defendants Preston Beer and Bradley Beer and, in furtherance of the

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Fraudulent Conspiracy, Defendant Bradley Beer knew of, approved of, and took actions in furtherance of, including, but not limited to, taking 50% title to the family Residence.

62. Defendant Preston Beer never married Plaintiff Carrie and/or adopted Charlie.

63. Based on Defendant Preston Beer's fraud, Plaintiff Carrie is entitled to the rescission of the Fraudulent Grant Deed.

64. Civil Code § 1689 provides as follows, in pertinent part:

> (b) A party to a contract may rescind the contract in the following cases:
>
> (1) If the consent of the party rescinding....was given by mistake, ***or obtained through duress, menace, fraud, or undue influence***, exercised by or with the connivance of the party as to whom he rescinds, or of any other party to the contract jointly interested with such party...."

65. "A deed secured by fraud is subject to cancellation." (Cox v. Klatte (1938) 29 Cal. App. 2d 150, 160.) "The making of a promise without intent to perform it constitutes fraud..." (Id. at 160-161.)

66. "The elements of fraud are: (1) a misrepresentation (false representation, concealment, or nondisclosure), (2) knowledge of falsity (or scienter), (3) intent to defraud, i.e., to induce reliance, (4) justifiable reliance, and (5) resulting damage." (Robinson Helicopter Co., Inc. v. Dana Corp. (2004) 34 Cal. 4th 979, 991.)

67. "A party to a contract has two different remedies when it has been injured by a ...***fraud*** and lacks the ability or desire to keep the contract alive." (Wong v. Stoler (2015) 237 Cal. App. 4th 1375, 1384; *see also* Akin v. Certain Underwriters at Lloyd's London (2006) 140 Cal. App. 4th 291, 296.)

68. "The party may disaffirm the contract, treating it as rescinded, and recover damages resulting from the rescission." (Wong, 237 Cal. App. 4th at 1384.)

69. "Rescission is intended to restore the parties as nearly as possible to their former positions and 'to bring about substantial justice by adjusting the equities between the parties' despite the fact that 'the status quo cannot be exactly reproduced.'" (Id.)

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70. "'Rescission extinguishes the contract (... § 1688), terminates further liability, and restores the parties to their former positions by requiring them to return whatever consideration they have received...Thus, the '[r]elief given in rescission cases—restitution and in some cases consequential damages—puts the rescinding party in the status quo ante, returning him to his economic position before he entered the contract.'" (Id.)

71. "In rescission cases involving a real estate purchase, 'the seller must refund all payments received in connection with the sale.... If the buyer has taken possession of the property, the buyer must restore possession to the seller.... Such recovery of the consideration exchanged is part of restitution... As consequential damages, rescinding buyers or sellers may recover such items as real estate commissions paid in connection with the sale [citation], escrow expenses [citation], interest on specific sums of money paid to the other party [citation], and attorney fees in appropriate cases [citation].'" (Id. at 1386-1387.)

72. In the present action, Plaintiff Carrie is entitled to rescission of the sale of the family Residence based on Defendant Preston's fraudulent misrepresentations of marriage to Plaintiff Carrie and adoption of Charlie. Plaintiff Carrie would never have agreed to sell the family Residence to Preston but for Defendant Preston's fraudulent Misrepresentation Nos. 1-15.

73. The fraudulent sale of the family Residence is also subject to rescission pursuant to, among other things, Civil Code § 1590 as it is undisputed that the sole reason Plaintiff Carrie agreed to sell the family Residence to Defendant Preston was in direct reliance on a promise of marriage and adoption of Charlie. The marriage and adoption did not occur and Plaintiff Carrie is entitled to rescission.

74. "It is a fundamental principle of our system of jurisprudence that for every legal wrong there is a remedy (Civ. Code, § 3523), and that an injured party should be compensated for all damage proximately caused by the wrongdoer unless a departure from the basic principle is mandated by a legislative exception or by strong public policy." (Barbara A v. John G. (1983) 145 Cal. App. 3d 369, 376.)

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75. Civil Code § 1590 provides as follows:

> Where either party to a contemplated marriage in this State makes a gift of money or property to the other on the basis or assumption that the marriage will take place, in the event that the donee refuses to enter into the marriage as contemplated or that it is given up by mutual consent, the donor may recover such gift or such part of its value as may, under all of the circumstances of the case, be found by a court or jury to be just.

76. The case of Steinback v. Hasley (1953) 115 Cal. App. 2d 213 is directly on point. In Steinback, plaintiff Emil Steinback, a widow, in reliance on defendant's false promise of marriage, made several gifts to defendant, including, among other things, wedding rings, a Hoover vacuum, an automobile, silverware, a sewing machine, cash, ***and real property.*** (Id. at 215.) Several times after the engagement, plaintiff requested defendant to consummate the marriage and defendant refused. (Id.) In response, plaintiff demanded return of the property, including to reconvey the real property, i.e., the family home, and defendant refused, resulting in a lawsuit. (Id.) The trial court, applying Civil Code § 1590, found, among other things, that the plaintiff had conveyed title of the real property to the defendant based on a false promise of marriage and entered judgment requiring defendant to reconvey the real property to plaintiff. (Id. at 215.)

77. The case of Reuter v. Macal (2020) 57 Cal. App. 5th 571 is directly on point. In Reuter, in 2004, plaintiff Bernd Reuter became involved in a romantic relationship with defendant Claudia Macal. (Id. at 573.) During the middle and end of 2004, the parties discussed marriage. (Id.) Plaintiff told defendant that he wanted to marry her, and defendant agreed, but on the condition that her name be placed on the title to plaintiff's condominium. (Id.) Defendant continued "pushing" for her name to be on title until plaintiff agreed. (Id.) On May 16, 2005, plaintiff executed a grant deed conveying to defendant joint interest in his condominium. (Id. at 573-574.) Plaintiff and defendant did not get married. In 2011, defendant became pregnant by another man and kept the child. (Id. at 574.) In response, plaintiff told defendant she needed to move out of the condominium. (Id.) Defendant did not move out and ultimately in 2018, plaintiff filed a lawsuit for quiet title and cancellation of the grant deed. (Id. at 575.) Plaintiff contended that the 2005 grant deed was procured by, among other things, undue influence. (Id.) After a bench trial, the trial court

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found in favor of plaintiff and ordered that the grant deed be rescinded. (Id. at 576.) The court of appeal affirmed. (Id. at 580.)

78. In Boyd v. Boyd (1964) 228 Cal. App. 2d 374, the court stated:

> An apparent but not genuine exception [to Civil Code § 43.4] ***is the action for restoration of property acquired through a fraudulent marriage promises***. (Mack v. White, 97 Cal. App. 2d 497 [218 P2d 76]; Norman v. Burkes, 93 Cal. App.2d 497 [209 P2d 815].) As noted by Justice Spence in his Langley v. Schumacker dissent (46 Cal.2d at p. 605), such ***cases may be justified on the basis of preventing unjust enrichment***. (See also Civ. Code § 1590).

(Id. at 379, footnote 2.)

79. In In re Marriage of Buckley (1982) 133 Cal. App. 3d 927, 934, the court acknowledged:

> We are aware that the 'anti-heart balm statutes have been construed ***not*** to abolish causes of action to ***restore property acquired through a fraudulent marriage promises***; such actions have been justified on the basis of preventing unjust enrichment.

(Id. at 934; *see also* Mack v. White (1950) 97 Cal. App. 2d 497, 500; Norman v. Burks (1949) 93 Cal. App. 2d 687; Janes v. Goyne (1947) 80 Cal. App. 2d 686.)

80. Based on the foregoing, Plaintiff Carrie demands rescission of the Purchase and Sale Agreement, including the Fraudulent Grant Deed, and that title to the family Residence be restored to Plaintiff Carrie.

81. Plaintiff further intends that service of the Summons in this action and the Complaint serve as notice of rescission and hereby offers to restore all consideration furnished.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants Preston Beer and Bradley Beer, and DOES 1 through 100, and each of them, as follows:

1. For rescission of the Purchase and Sale Agreement relating to the family Residence, including the Fraudulent Grant Deed;

2. For damages for Plaintiff's other losses, according to proof;

3. For attorneys' fees; and

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4. For such other and further relief as the Court deems proper.

Dated: October 4, 2023

CALLAHAN & BLAINE, APLC

By: _____
Edward Susolik
Brett E. Bitzer
Attorneys for Plaintiff Carrie A. Dodson, individually and as Trustee of the Carrie A. Dodson Revocable Trust

DEMAND FOR JURY TRIAL

Plaintiff Carrie demands a jury trial on each and all of the causes of action set forth in this Complaint.

Dated: October 4, 2023

CALLAHAN & BLAINE, APLC

By: _____
Edward Susolik
Brett E. Bitzer
Attorneys for Plaintiff Carrie A. Dodson, individually and as Trustee of the Carrie A. Dodson Revocable Trust

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EXHIBIT 1

Chase
P.O. Box 183222
Columbus, OH 43218-3222

CHASE

December 19, 2018

001155 1 of 1 NSP0WMU - ZA 000000000000 CC789

Carrie Davis
14845 Lago Dr
Rancho Murieta, CA 95683 9536

3544082001001011550001000000000

Congratulations on paying off your account

Account: 1023042239
Property Address: 14845 Lago Dr
Rancho Murieta CA 95683

Dear Carrie Davis :

Paying off a home loan is a big step in many people's lives. Congratulations!

Now that we received your payoff and closed your account, here's what you can expect:

We will mail you a check if we owe you money
If we received more than we needed to pay off the account, or if there's a positive escrow balance remaining, we'll send a check to your mailing address. You should receive it within 10 days of the payoff date.

If you had an escrow account, we closed it and stopped paying your taxes and insurance
You're now responsible for paying your property taxes and insurance unless you have a new loan with an escrow account. Please ask your taxing authority and insurance agent to send all future bills to you.

We'll send the lien release to your county recorder's office
You can use this letter to confirm that your account is paid off until the county records your release. Please contact your county recorder's office if you have questions or want a copy of the lien release.

We'll mail your interest statement
- We'll send Form 1098 (Mortgage Interest Statement) to you in January if required by the IRS. Contact your tax advisor if you have questions.
- To change your mailing address, download the Address Change Form at chase.com/payoff and follow the instructions.

EXHIBIT 2

Hallmark

Hallmark Cares
Visit Hallmark.com/ourplanet

THIS CARD IS MADE WITH PAPER FROM WELL-MANAGED FORESTS.

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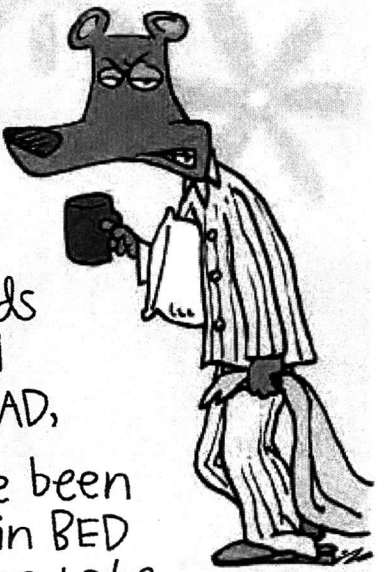
Hallmark.com

U.S.A. 5.59
Canada 7.29
MOA 222-2

0 09200 80205 6

To My Wife ON MOTHER'S DAY



I've been in moods both good and BAD,

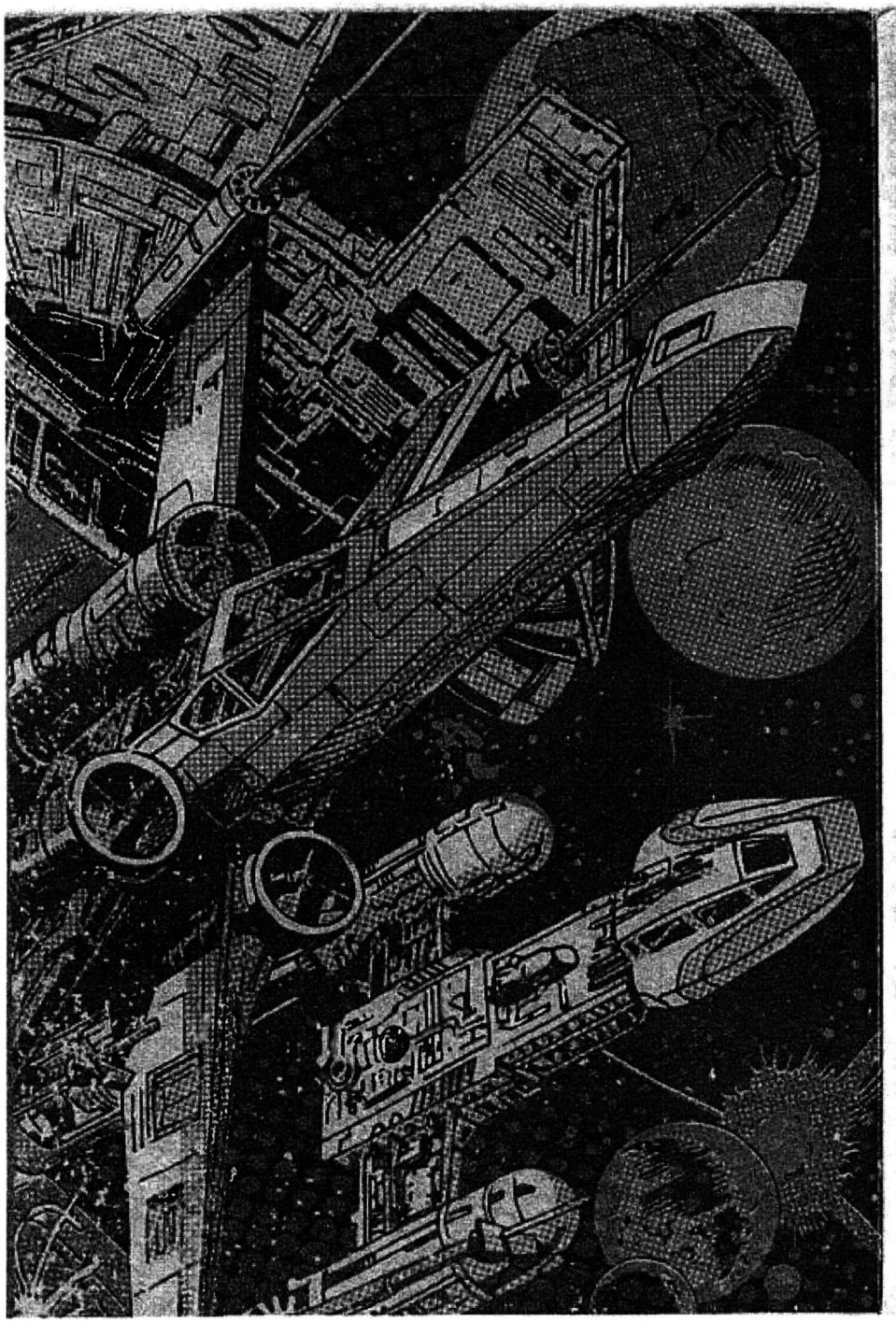
I've been in BED too Late.

And tRUTH to tell, in TiMES of STress, I've been iN quite a state!

I've been iN YOUR GOOD gRACES, and in tHE DoGHouse, too.

But tHERE's ONE thing I'M ALWAYS in-

And tHat's iN Love WitH YOU!



Dear Dad,

Nobody
messes with **DAD.**
Nobody.

HAPPY FATHER'S DAY
to one of the most epic characters
in the galaxy.

And to a dad who
is super cool!!!

PER COOL!!!

Hallmark

STAR WARS

Disney

© & TM Lucasfilm Ltd.

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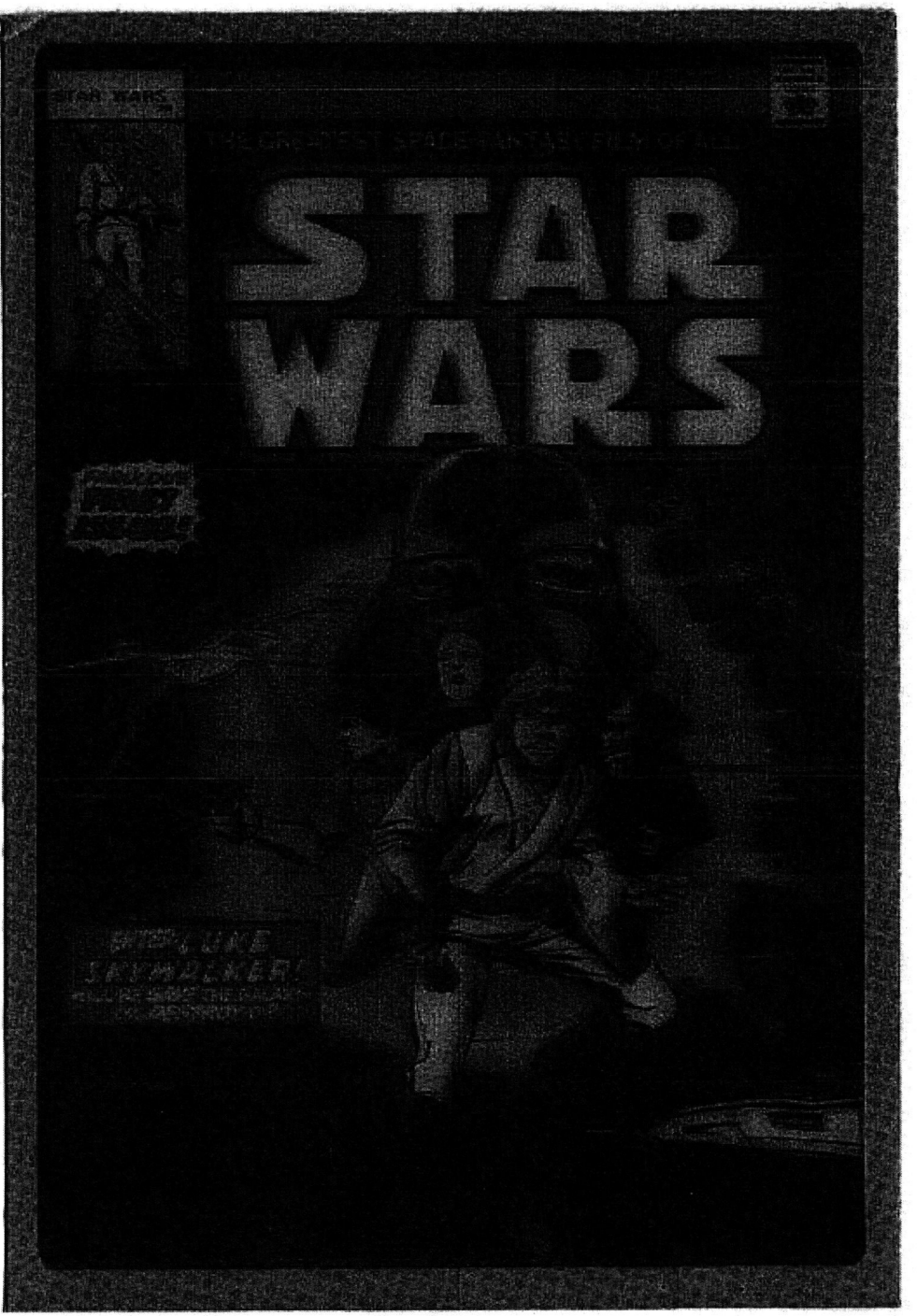


Dear Mom and Dad,

Here are the reasons I should do Iced.

1 Wim Hof made a form of breathing that kills cancer cells.

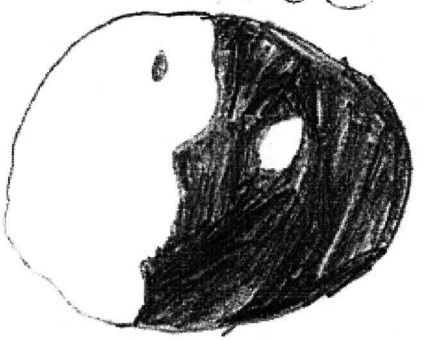
2 Iced is fun.

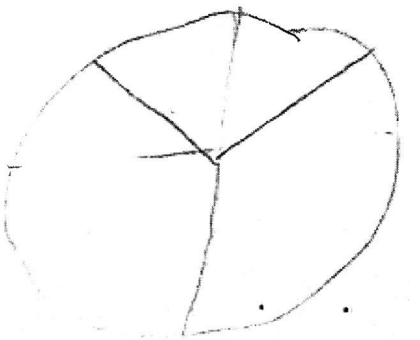
3 You get vit D outside.

Welcome to studio 17
MR. Beer AKA Tea

We hope you enjoy
your stay.

peace





Namaste ♡

Dear Chuck, 3/6/22

We sure enjoyed our lunch at The GATE on opening day. Thank you so much for your kindness in treating us! What a fun surprise for us! It made us feel really important.

Your Tips for our son, Charlie, were also very much appreciated. Hopefully he took them to heart! Come watch a game this season if you'd like. We would love to see you there.

♡ Preston, Carie and Charlie ♡

Chuck ♡

June 20, 2021

Dear Preston,

wishing you a very happy Fathers Day; the first of many celebrations to come, celebrating the role you've stepped into and embraced.

With love,
Aunt Mary + Uncle David

EXHIBIT 3

tearpakDIGITAL.com PHOTO ORDER FORM

SELECT A PACKAGE

GOLD
1 Combo 8x10
1 Individual 8x10
1 Team 8x10
6 Individual 4x6
12 Wallets
$60

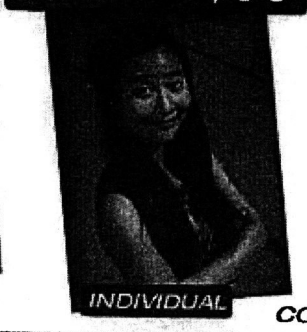
SILVER
1 Individual 8x10
1 Team 8x10
4 Individual 4x6
8 Wallets
$45

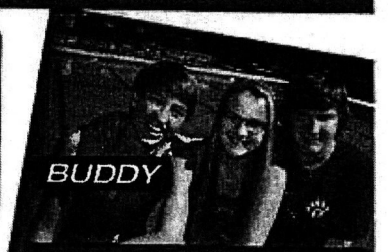
BRONZE
1 Team 8x10
2 Individual 4x6
4 Wallets
$30

COMBO

COMBO SPECIAL
Team & Individual photos in custom 8x10 print
$20

TEAM


INDIVIDUAL



BUDDY SPECIAL
Photo of you & your favorite teammates!
4 4x6
4 Wallets
$15

PIC # (STAFF ONLY) e3

ADD EXTRA FEATURES & COMPLETE ORDER BELOW

2022 AMADOR POLAR BEARS ATHLETE INFO

(please print clearly)

AMADOR POLAR BEARS

Name: Charlie Dodson

2nd Child (optional): _____

(Note: They will appear in same photo, unless multiple packages are selected)

Parent phone: (916) 801-4145

Parent e-mail: Prestonbeer@gmail.com

*For Buddy photos, please include friends' names:

*A parent is forever. You know that when you signed

MY ORDER

Package Choice (Please Check One)

For custom orders, call Dave before photo day, or visit tearpakdigital.com for additional photos & merchandise. Password to the '2022 Polar Bears' gallery will be: 22polar

GOLD	☐	60
SILVER	☒	45
BRONZE	☐	30

EXTRA FEATURES +

Buddy Special* (write names on left)		☐	15		
8x10 Print	TEAM	☐	15	COMBO ☐	20
16x20 Poster	TEAM	☐	25	COMBO ☐	30

EXHIBIT 4

ADOPT-200 Adoption Request

Clerk stamps date here when form is filed.

If you are adopting more than one child, fill out an adoption request for each child.

(1) Adopting parent(s)

a. Name: Preston B. Beer

b. Name:

Relationship to child: Father figure

Street address: 7443 Murieta Dr

City: Rancho Murieta State: CA Zip: 95683

Telephone number: (916) 801-4145

Lawyer (if any) *(name, address, telephone numbers, e-mail address, and State Bar number):*

Fill in court name and street address:

Superior Court of California, County of

Court fills in case number when form is filed.

Case Number:

(2) County of filing

This Adoption Request in filed in this court because *(check all that apply):*

- [x] The adopting parent or parents live in this county;
- [x] The child was born in or the child now lives in this county;
- [ ] An office of the agency that placed the child for adoption is located in this county;
- [ ] An office of the department or public adoption agency that is investigating the request is located in this county;
- [ ] The placing birth parent or parents lived in this county when the adoptive placement agreement, consent, or relinquishment was signed;
- [ ] The placing birth parent or parents lived in this county when the request was filed;
- [ ] The child was freed for adoption in this county.

(To be completed by the clerk of the superior court if a hearing date is available.)

Hearing Date ➡ Hearing is set for:

Date:

Time:

Dept.: Room:

Name and address of court if different from above:

To the person served with this request: If you do not come to this hearing, the judge can order the adoption without your input.

(Note: If the child is a dependent of the court, the *Adoption Request* must be filed in the county where the child was freed for adoption or the county where the adopting parent or parents reside. See Fam. Code, § 8714.)

(3) Type of adoption

Check one of the following:

- [ ] Agency *(name):* ____ [ ] Relative [ ] Nonrelative
  - [ ] Tribal customary adoption *(attach tribal customary adoption order)*
- [ ] Independent: [ ] Relative [ ] Nonrelative [ ] Additional Parent(s)
- [ ] Intercountry *(name of agency):* ____
- [ ] Stepparent adoption
- [ ] Stepparent adoption to confirm parentage. See form ADOPT-050-INFO to determine whether you are eligible for the stepparent adoption to confirm parentage process.

Joinder:

- [ ] Joinder is being filed at same time as this *Adoption Request.* [ ] Joinder will be filed.

EXHIBIT 5

Gmail

Carrie Dodson <carrieanndodson@gmail.com>

Stay

pbobeer1 <prestonbeer@gmail.com> Tue, Mar 9, 2021 at 6:43 AM
To: Carrie Dodson <carrieanndodson@gmail.com>

Good morning Love,

I know there is more to work on within myself to be the man of your dreams. I know Im not always reading the script correctly or playing the role well of that man in your dreams but my intentions are true to you and my heart is true to yours. When these fearful emotions rear their ugly heads, please know that I love you and I'm here to stay.

Always yours Carrie Ann,

Preston Beer

> On Mar 8, 2021, at 23:25, Carrie Dodson <carrieanndodson@gmail.com> wrote:
>
>

[Quoted text hidden]

EXHIBIT 6

RECORDING REQUESTED BY

Placer Title Company
Escrow Number: P-556763
Branch: 407

AND WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

Preston B. Beer and Bradley F. Beer
7443 Murieta Drive
Rancho Murieta, CA 95683

A.P.N.: 073-0440-001-0000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $675.40 City Transfer Tax: $0.00
(X) Unincorporated Area ( ) City of _____
(X) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Carrie A. Dodson, Trustee of the Carrie A. Dodson Revocable Trust**

Hereby GRANT(S) to **Preston B. Beer, a single man, as to an undivided 50% interest and Bradley F. Beer, a married man, as his sole and separate property, as to an undivded 50% interest, as tenants in common**

The land described herein is situated in the State of California, County of Sacramento, unincorporated area, described as follows:

Lot No. 137C, as shown upon that certain "Plat of Rancho Murieta Unit No.1", filed in the office of the County Recorder of Sacramento County, State of California, on February 25, 1974, in book 95 of Maps, Map No. 18.

APN: 073-0440-001-0000

SIGNATURE PAGE TO GRANT DEED, ESCROW # P-556763
Dated: June 17, 2022

THE CARRIE A. DODSON REVOCABLE TRUST

X Carrie A. Dodson

CARRIE A. DODSON, TRUSTEE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of SACRAMENTO)

On JUNE 17, 2022 before me,
CARMEN M. REED,
Notary Public personally appeared CARRIE A. DODSON
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Carmen M Reed

CARMEN M. REED
Notary Public - California
El Dorado County
Commission # 2336775
My Comm. Expires Nov 7, 2024

EXHIBIT 7

demolish it. Please, continue to live your life as "students against destructive behavior ambassador" and absolutely kill the opportunity to participate in the world around you because you are so beyond and above everyone else, it's not conceivable to realize "I have a problem"

Whatever help you think you are getting right now, is NOT working.

You can continue to play your games and manipulate the world around you that you currently live in, and thank god for the support of your parents, because without them I think it would be a zero sum game, but you do. So latch onto that. And listen to me here. You need to stop this shit. You tried this once and it failed(go back farther, keep going back,

of your parents, because without them I think it would be a zero sum game, but you do. So latch onto that. And listen to me here. You need to stop this shit. You tried this once and it failed(go back farther, keep going back, back more, maybe you are there, now go back farther) I deeply apologize for reentering your lives with false promises, I truly do, and I truly expected a different outcome, but that's us. I should have known better after the first run.

Take your mirrors off the walls and where ever you go with them, take a deep deep deep look into those mirrors and ask yourself the question, "is there something inherently and fundamentally wrong with myself, or is it just everyone I have liked or loved is

now go back farther) I deeply apologize for reentering your lives with false promises, I truly do, and I truly expected a different outcome, but that's us. I should have known better after the first run.

Take your mirrors off the walls and where ever you go with them, take a deep deep deep look into those mirrors and ask yourself the question, "is there something inherently and fundamentally wrong with myself, or is it just everyone I have liked or loved is just a cunt?"

If you choose the latter, reflect, reflect, and reflect some more on your past. My guess is this started long before I was ever in the picture.

EXHIBIT 8

Dodson and a son named Charles Dodson. You acquired said family when you came to our home representing a commitment to marry me and adopt Charlie. You stated that I am your wife with or without any civil ceremony. You stated that Charlie is your son and instructed him to call you Dad.

Apr 1, 2:52PM

Do you recall these events?

P

Not for long.

Not for long?

Do you recall these events

It really doesn't matter, I broke my promise to you and Charlie. I can't take anymore of you. This is the end of the line. Now take Alicia's advice and move on with your life.

Please bring the watermelon we requested. Later, after you have cooled down we can continue discussions about how you may repair the harm you have caused and continue to inflict on us. I would appreciate if you start by addressing your defamation of my character. For everyone you have told lies about me to, those people have shared with other people. It may take a considerable effort for you to fully retract the harm you have done to my reputation but I would like to give you the opportunity to correct it.

EXHIBIT 9

harmed us.

My leaving does not equal you becoming a good guy.

I am wondering if you're more angry to receive confirmation that I've never cheated on you or if you're more angry to learn that people have betrayed your trust in exposing your slander of me.

In either case, I haven't done anything wrong

You have an obligation to provide for your family whether you're in the mood to do that or not, Preston. We are sick and we would benefit from some watermelon please

willfully misrepresented yourself and defrauded both Charlie and me. Calling me your wife wife no intention to provide marriage and calling Charlie your son with no intention of providing adoption.

I have made so many mistakes and needed forgiveness but I have never in my life ever set out with a malignant intention to harm any person even when I thought that doing so could provide some benefit to me.

What kind of a world are we living in when people are more concerned with the well being of the oppressor than they are of the oppressed? More love and care and worry for the criminal than for the victims?

you literally misrepresented...

This is nonsense

Mar 27, 6:51AM

You told me last night that you knew you weren't going to follow through with marriage even before you made my rings!

P

That was nonsense too. Sorry I said that, I was angry and sad when listening to you talk last night. I wish I hadn't answered the phone call.

Well what is the truth, Preston?

If that wasn't true, it was a pretty upsetting lie...

This is nonsense

You told me last night that you knew you weren't going to follow through with marriage even before you made my rings!

P

That was nonsense too. Sorry I said that, I was angry and sad when listening to you talk last night. I wish I hadn't answered the phone call.

Well what is the truth, Preston?

If that wasn't true, it was a pretty upsetting lie.

The problem with making a habit